

EXHIBIT E

Demand Letter

Mishmeret Trust Company Ltd.
48 Menachem Begin Road
Tel Aviv, Israel 6618001

September 21, 2022

VIA EMAIL AND OVERNIGHT MAIL

WYTHE BERRY FEE OWNER LLC
199 Lee Avenue, Suite 693
Brooklyn, New York 11211
Attn: Asaf Ravid
Email: ravidasaf@gmail.com

Re: *Demand for Payment under Deed of Trust dated February 19, 2017 and Guaranty dated February 28, 2017*

Dear Mr. Ravid,

As you know, Mishmeret Trust Company Limited (the “*Trustee*”) is the trustee in connection with the above-referenced deed of trust (the “*Deed of Trust*”) by and between All Year Holdings Limited (the “*Issuer*”) and the Trustee on behalf of the holders of Debentures (Series C) (the “*Series C Bonds*” and the holders thereof, the “*Bondholders*”). In connection with the issuance of the Series C Bonds pursuant to the Deed of Trust, Wythe Berry Fee Owner LLC (the “*Guarantor*”) delivered that certain Guaranty of Payment (the “*Guaranty*”) dated as of February 28, 2017 to the Trustee. Capitalized terms used but not defined herein have the meanings given to them in the Deed of Trust and Guaranty, as applicable.

Pursuant to the Guaranty, the Guarantor unconditionally guaranteed to the Trustee “the prompt payment and performance of all debts, obligations and liabilities of every kind and character of Debtor, whether now or hereafter advanced, as the same shall become due and payable under the Bond Documents, whether at stated maturity, by acceleration or otherwise [...]”

The Issuer is in default under the Deed of Trust due to its failure to make timely payments thereunder. Notice of the default was transmitted to the Issuer and the Guarantor no later than February 18, 2021.

As a result of the default and pursuant to the Bond Documents, all obligations under the Bond Documents were accelerated and became immediately due and payable. This is equally true of the Guaranty, which, pursuant to Section 6 thereof, was immediately rendered due and payable “without demand or notice” upon such default, which qualified as a Guarantor’s Event of Default.

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Pursuant to the Guaranty, upon a Guarantor's Event of Default, the Trustee is entitled and permitted to proceed against Guarantor immediately for payment and performance under the Deed of Trust. The total amount due and owing for all obligations is no less than \$193,625,000 as of September 19, 2022. The above amount is subject to change and may not include all accrued or after-accruing applicable interest, default interest, late charges, costs, expenses, attorneys' fees, currency exchange rates and other amounts due and owing under the Bond Documents.

Neither this letter nor any action, delay, or inaction by the Trustee, whether referenced above, occurring hereafter, or otherwise, shall be construed to: (i) constitute an extension, modification, or waiver of any aspect of any of the Bond Documents or any default, right or remedy thereunder; (ii) extend the terms of any of the Bond Documents or any due date or maturity thereunder; (iii) establish a course of dealing between the Trustee and the parties hereto or give rise to any obligation on the part of the Trustee to extend, modify, forbear or waive any term or condition of any of the Bond Documents; (iv) give rise to any defenses or counterclaims to the Trustee's right to compel payment or to otherwise enforce its rights and remedies under any of the Bond Documents; or (v) limit, diminish, or otherwise alter any right of the Trustee to demand strict compliance and performance with any provision of any of the Bond Documents. The Trustee expressly reserves all, and does not waive any, rights and remedies with respect to defaults under the Bond Documents (whether they be previous defaults, existing defaults, or hereafter arising defaults and regardless of whether identified above) and may take any and all action deemed necessary in its sole discretion.

Please be further advised that no oral communication from or on behalf of the Trustee shall constitute any agreement, commitment, representation, or evidence of any assurance or intention of the Trustee with respect to any aspect of the Guaranty, the Series C Bonds, the Bond Documents, or the exercise of any rights or remedies in connection with any such agreement or instrument.

Acceptance of payments or partial payments under the Bond Documents is not and will not constitute a waiver of any Events of Default and acceptance of payments or partial payments under the Bond Documents is not and will not constitute any express or implied agreement or constitute an estoppel or course of dealing. Please immediately contact the undersigned to discuss this matter in further detail.

Very truly yours,

Mishmeret-Trusts Company LTD

MISHMERET TRUST COMPANY LIMITED

By:

Name: Rami Sebty

Title: VP

Rami Katzav
VP

Rami Katzav

cc: All Year Holdings Limited